

Exhibit #1: Excerpt from 04cr1224 (SDNY) indictment

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that time. The title of the lawsuit was Alpha Capital Aktiengesellschaft, Arco International, S.A., Mathan Holdings, Ltd., and Stonecrest Limited Partnership v. Group Management Corp., Thomas Hare, Ian Chuen and Barry Corker, 02 Civ. 2219 (199) (the "Civil Action"). The Civil Action was filed in the United States District Court for the Southern District of New York and was assigned to United States District Judge Leonard S. Sand (the "Court").

9. The Civil Action involved loan agreements entered into by each of the Civil Plaintiffs and Internet Venture Group, Inc. in or around February 2001 (the "Loan Agreements") under which Internet Venture Group, Inc. borrowed a total of approximately \$1.1 million collectively from the Civil Plaintiffs. These Loan Agreements were essentially identical except for the amount of loan principal. They provided for the Civil Plaintiffs to purchase convertible notes from Internet Venture Group, Inc., which were due on January 1, 2003, absent a default by Internet Venture Group, Inc., in which case the maturity date of the notes would be accelerated. Each Loan Agreement consisted of a convertible note, a subscription agreement, and, beginning in or around September 2001, a security agreement.

10. Among other things, the Loan Agreements obligated Internet Venture Group, Inc. to convert, upon the request of a Civil Plaintiff, a certain portion of the loan principal or

interest into common stock of Internet Venture Group, Inc. (hereinafter a "Conversion Request"). The number of shares that Internet Venture Group, Inc. was obligated to convert upon a Conversion Request would be determined in part by the stock's prevailing market price. The Loan Agreements provided that Internet Venture Group, Inc. could not refuse to honor Conversion Requests without first obtaining an order from a court and posting a bond for 130 percent of the loan amount.

11. On or about August 17, 2001, Internet Venture Group, Inc. changed its name to Group Management Corporation ("GMC").

12. In or around February 2002, the Civil Plaintiffs declared GMC in default of the Loan Agreements based on GMC's failure to fulfill certain of its obligations under the Loan Agreements related to having the stock underlying the Loan Agreements registered with the United States Securities and Exchange Commission. In addition, in or around February 2002, Alpha Capital Aktiengesellschaft submitted a Conversion Request to GMC which GMC failed to honor.

13. In or about March 2002, the Civil Plaintiffs filed the Civil Action seeking, among other things, an injunction directing GMC to honor all Conversion Requests. On or about April 27, 2002, the Court entered a written order directing GMC to honor outstanding Conversion Requests.

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Exhibit #3: December 20, 2007, Dkt. #90 Rule 41(a)(2) Final Order-judgment

UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT  
JAN 20 2008

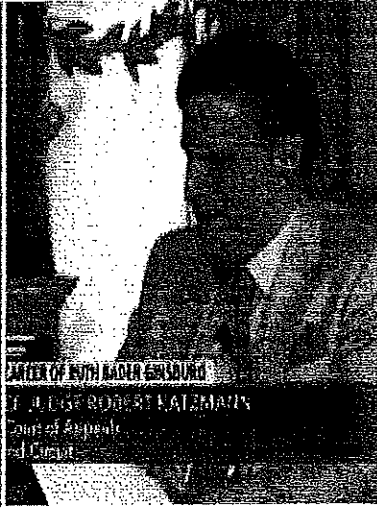
Plaintiffs:  
Alpha Capital Aktiengesellschaft  
Defendants:  
Alpha Management Corp., formerly known  
as Alpha Capital Management Corp., and  
Alpha Capital Management Corp., formerly known  
as Alpha Capital Management Corp.

Defendants:  
Alpha Capital Aktiengesellschaft

Pursuant to the provisions of Rule 41(a)(2) of the Federal Rules of Civil Procedure, upon  
motion of Plaintiff Alpha Capital Aktiengesellschaft, this case is dismissed without prejudice.

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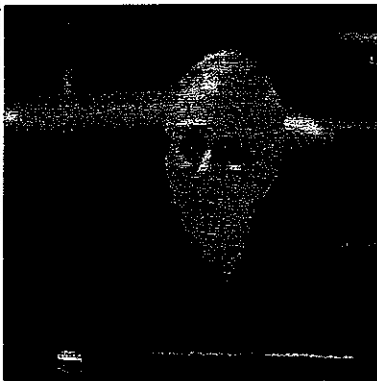
JUDGE ROBERT M. KATZMAN  
Court of Appeals  
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S. Court of Appeals  
and Circuit

Exhibit #4: Paragraphs 12-13 from the 02cv2219 (SDNY) complaint.

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12. Plaintiffs purchased the Notes pursuant to the terms of the Subscription Agreement (the "Subscription Agreement") entered into between and among the parties on or about February 2, 2001. Plaintiffs collectively paid \$1.1 million to IVG and each Plaintiff received a Note in proportion to its investment, as set forth in the paragraph 10.

13. Pursuant to Section 10.1(iv) of the Subscription Agreement, IVG was obligated to file on or before May 3, 2001, a form SB-2 Registration Statement with the United States Securities and Exchange Commission registering the stock underlying the Notes so that upon conversion the stock could be sold on the open market without restriction. IVG was obligated to

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have such registration statement declared effective on or before June 17, 2001. Thus Section

10.1(iv) of the Subscription Agreement provides:

"The Company shall file with the Commission within 90 days of the Closing Date (the 'Filing Date'), and use its reasonable commercial efforts to cause to be declared effective a Form SB-2 registration statement (or such other form as it is eligible to use) within 135 days of the Closing Date in order to register the Registrable Securities for resale and distribution under the Act. The registration statement described in this paragraph must be declared effective by the Commission within 135 days of the Closing Date (as defined herein) ('Effective Date')."

IVG failed to comply with its obligations and to date has not had its registration statement declared effective.